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***Public Notice of Regular Call Meeting of the Board Of County
Commissioners of White County***

Notice is hereby given to all county commissioners, all residents of White County, Tennessee, and to all persons interested that an open, regular meeting of the Board of County Commissioners of White County will be held on Monday, October 19th, 2015 at 6:00 P.M. in the large courtroom, 3rd floor of the White County Courthouse in Sparta, Tennessee.

Agenda

1. Call to order by Chairman Alley
2. Prayer
3. Pledge
4. Roll Call
5. Approve minutes from the September 21st, 2015 meeting
6. Spread on minutes Quarterly Reports for Sheriff's Department and Judicial Commissioners.
7. Spread on minutes Sheriff's updated Policies/Procedures

8. Report of Steering Committee A

A. Res 74-10-2015 Authorizing Repairs to Fire Tower Rd.

9. Report of Steering Committee B

A. Res 75-10-2015 Tennessee Risk Management Intergovernmental Agreement.

B. Res 76-10-2015 White County EMS Agreement with MedSafe

10. Report of Solid Waste Committee

11. Report of Industrial Development Board

12. Report of Financial Management Committee

A. Res 77-10-2015 Public Bid Limit

13. Spread on minutes; all committee reports

14. Notaries

15. Recognition of Members from Audience

16. Old Business

17. New Business

18. Adjournment

OCTOBER 19, 2015

BE IT REMEMBERED THAT THE WHITE COUNTY LEGISLATIVE BODY met in regular session at the White County Courthouse in Sparta, Tennessee on October 19, 2015 at 6:00 p.m.

Present and presiding the Hon. Terry Alley, Chairman, Denny Wayne Robinson, County Executive, and Connie Jolley, Clerk, with the following Commissioners present: Bruce Null, Matt McBride, Karen LaFever, B K Luna, Bruce Frasier, Diana Haston, Mack Johnson, Russell Gooch, Harold England, Dale Bennett, and Cain Rogers. Absent: Stanley Neal and Jack Sherrell

A quorum being present the following proceedings were held.

Motion was made by Commissioner Bruce Null and seconded by Commissioner Russell Gooch to approve the minutes from the previous meeting (September 21, 2015) as presented. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Diana Haston to spread on the minutes the Quarterly Reports. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Russell Gooch and seconded by Commissioner Karen LaFever to spread on the minutes the Sheriff's updated Policies/Procedures. Chairman Alley called for a voice vote, all members in favor of said motion.

Report of Steering Committee A given by Commissioner Dale Bennett.

Motion was made by Commissioner Bruce Null and seconded by Commissioner Bruce Frasier to approve Resolution 74-10-2015, Authorizing Repairs to Fire Tower Rd. Upon the roll being called the following voted.

YES
DIANA HASTON
BRUCE FRASIER
B K LUNA
KAREN LAFEVER
MATT MCBRIDE
BRUCE NULL
CAIN ROGERS
TERRY ALLEY
HAROLD ENGLAND
DALE BENNETT

NO

ABSENT
STANLEY NEAL
JACK SHERRELL

White County, Tennessee

Steering Committee A Meeting

Date: 10/12/2015

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee A met on Monday, October 12, 2015 at 5:30pm at the White County Courthouse. Members present were Diana Haston, Bruce Frasier, Karen Lafever, Dale Bennett, Bruce Null, Harold England, Denny Robinson, Paul & Judy Williams and several visitors. Absent was Stanley Neal.

There being a quorum present, the meeting was called to order by Dale Bennett and a prayer was led by Harold England.

Dale Bennett asked for approval of the minutes from the previous meeting. Harold England made a motion and Diana Haston seconded the motion to approve the minutes as presented. The motion was approved.

Dale Bennett opened the floor for nominations for Chairman. Diana Haston nominated Stanley Neal and Bruce Frasier nominated Dale Bennett. Bruce Null made a motion and Bruce Frasier seconded the motion that all nominations cease.

On roll call, the vote was recorded as follows:

Karen LaFever – Neal

Dale Bennett – Bennett

Stanley Neal - Absent

Bruce Null – Neal

Harold England - Bennett

Diana Haston – Neal

Bruce Frasier - Bennett

There was a tie vote, therefore the election of Chairman will be placed back on the agenda next month for a second vote.

Dale Bennett opened the floor for nominations for Vice Chairman. Diana Haston nominated Karen Lafever. Bruce Null made a motion and Diana Haston seconded the motion that all nominations cease and Karen Lafever be elected by acclamation. The motion was approved.

Dale Bennett opened the floor for nominations for Secretary. Bruce Frasier nominated Diana Haston. Bruce Null made a motion and Harold England seconded the motion that all nominations cease and Diana Haston be elected by acclamation. The motion was approved.

Discussion on 911 Tower on Fire Tower Rd:

Denny Robinson discussed the 911 Tower on Fire Tower Rd and what Clay Parker had advised and proposed to fix said road. Bruce Null made a motion and Karen Lafever seconded the motion to send the matter to full court. The motion was approved.

Discussion on construction of Soccer Field:

Denny Robinson along with Phillip Austin was present to discuss construction of a soccer field. A motion was made by Bruce Null to create a Parks and Recreation committee to include Denny Robinson,

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Diana Haston, and Philip Austin. The matter was placed on the agenda for the next meeting to give members time to find people/parents to be on the committee.

Discussion on water drainage for Little League Baseball fields:

Paul and Judy Williams were present to discuss water drainage for Little League Baseball Fields. An estimate of repair using 6-inch gutters was received from Dale Bumbalough in the amount of \$1,323. Also presented was the use of a curbing machine for the cost of the concrete only at an estimated cost of \$1,000. Bruce Frasier made a motion and Diana Haston seconded the motion to proceed with repair using 6-inch gutters and curbing machine. All members voting in favor, Motion was approved. There was discussion of sink hole repair around the fields and improvement of travel/traffic along the roadway, no action taken.

Dale Bennett asked the committee for any old business:

Discussion of grants and a Parks and Recreation Director/Board was put on the agenda for the next meeting.

Dale Bennett asked the committee for any new business:

Denny Robinson advised that White County was being presented the "Three Starr Award" in Nashville Wednesday, October 14.

Dale Bennett discussed the connection of Fall Creek Falls and Virgin Falls and suggestions of changes to connect roadways including Lost Creek Road and White Cave Road, Short Road and Camp Wallace Road, and Welch's Point Road. Matter to be placed on agenda for next meeting.

Stephanie Smith with the White County Animal Shelter was present to discuss a problem with a large pond next to the shelter created by runoff and sewage. Different suggestions made about repairing/relocating the runoff and pond. Matter to be place on agenda for next meeting.

Discussion on the time the Steering Committee meets. A motion was made by Bruce Frasier and seconded by Bruce Null that the meetings are to continue to meet at 5:30pm. The motion was approved.

Dale Bennett asked for any other business.

There being no further business, Bruce Frasier made a motion and Harold England seconded the motion to adjourn. The motion was approved.

Chairman, Steering Committee A

Secretary, Steering Committee A



WHITE COUNTY, TENNESSEE

Resolution 74 10 2015

Authorizing Repairs to Fire Tower Road

WHEREAS, emergency radio communication is vital to the safety and wellbeing of the citizens of White County; and

WHEREAS, access is needed to repair and maintain said communication equipment and keep it in proper operating condition; and

WHEREAS, the communication site at the end of Fire Tower road is approximately one half mile, or there about, off the county maintained roadway and is not serviced; and

WHEREAS, the White County 911 district does not possess the equipment to properly maintain roads to access said communication sites and are in need of assistance; and

NOW, THEREFORE, BE IT RESOLVED, that the White County Legislative Body, meeting in regular monthly session, approve and authorize the White County Highway Department and Highway Superintendent to perform repairs to Fire Tower Road to maintain access to said location; and

BE IT FURTHER RESOLVED, said approval is contingent upon White county 911 District financing and/or suppling all materials needed to complete repairs as deemed necessary by Highway Superintendent.

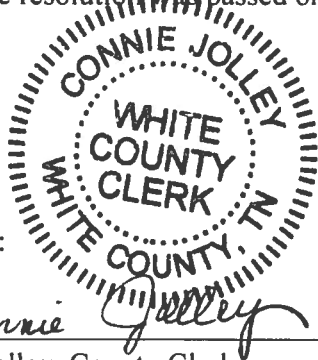
Motion made by Bruce Null and seconded by Bruce Frasier that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12

NAYS 0

The above resolution was passed on the 19th day of October, 2015.



ATTEST:

Connie Jolley
Connie Jolley, County Clerk

Terry Alley
Terry Alley, Chairman,
County Legislative Body

Approved the 19th day of October, 2015.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive

YES
RUSSELL GOOCH
MACK JOHNSON

NO

ABSENT

Report of Steering Committee B given by Commissioner Matt McBride.

Motion was made by Commissioner Matt McBride and seconded by Commissioner Diana Haston to approve resolution 75-10-2015, Tennessee Risk Management Intergovernmental Agreement. Upon the roll being called the following voted.

YES
MACK JOHNSON
RUSSELL GOOCH
DALE BENNETT
HAROLD ENGLAND
TERRY ALLEY
CAIN ROGERS
BRUCE NULL
B K LUNA
MATT MCBRIDE
KAREN LAFEVER
BRUCE FRASIER
DIANA HASTON

NO

ABSENT
STANLEY NEAL
JACK SHERRELL

Motion was made by Commissioner Russell Gooch and seconded by Commissioner Matt McBride to approve resolution 76-10-2015, White County EMS Agreement with MedSafe. Upon the roll being called the following voted.

YES
CAIN ROGERS
TERRY ALLEY
HAROLD ENGLAND
DALE BENNETT
RUSSELL GOOCH
MACK JOHNSON
DIANA HASTON
BRUCE FRAISER
B K LUNA
KAREN LAFEVER
MATT MCBRIDE
BRUCE NULL

NO

ABSENT
STANLEY NEAL
JACK SHERRELL

Report of Solid Waste Committee given by Commissioner Karen LaFever.

White County, Tennessee

Steering Committee B Meeting

Date: 10/12/2015

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee B met on Monday, October 12, 2015 at 5:30pm at the White County Courthouse. Members present were Matt McBride, Terry Alley, Russell Gooch, BK Luna, Mack Johnson, John Cheek, Sheriff Oddie Shoupe, Kevin Rush, Mike Kerr and several visitors. Absent was Cain Rogers and Jack Sherrell.

There being a quorum present, the meeting was called to order by Matt McBride and a prayer was led by Mike Kerr.

Matt McBride asked for approval of the minutes from the previous meeting. BK Luna made a motion and Terry Alley seconded the motion to approve the minutes as presented. The motion was approved.

Mr. McBride opened the floor for nominations for Chairman. Terry Alley nominated Matt McBride. Terry Alley made a motion and Russell Gooch seconded the motion that all nominations cease and Matt McBride be elected by acclamation. The motion was approved.

Mr. McBride opened the floor for nominations for Vice Chairman. Mack Johnson nominated Cain Rogers. Terry Alley made a motion and Russell Gooch seconded the motion that all nominations cease and Cain Rogers be elected by acclamation. The motion was approved.

Mr. McBride opened the floor for nominations for Secretary. Mack Johnson nominated Russell Gooch. Mack Johnson made a motion and Terry Alley seconded the motion that all nominations cease and Russell Gooch be elected by acclamation. The motion was approved.

John Cheek, with Cheek Insurance was present to discuss the policy updates to our Tennessee Risk Management Intergovernmental Agreement. Following the discussion, Terry Alley made a motion and Mack Johnson seconded the motion to send the updated policy to the full court.

Sheriff Oddie Shoupe discussed the update on the policy/procedures for his office. Motion by Mack Johnson and seconded by Terry Alley to send to full court to spread on the minutes. All members voted in favor. The motion was approved.

Kevin Rush, with the Highlands Planning Department was present to discuss a planning commission resolution supporting the local adoption of building codes. After a lengthy discussion, Terry Alley suggested a joint meeting with all 14 commissioners and the planning commission. Terry stated he would speak with County Executive to set up the meeting.

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Mike Kerr, White Co. EMS Director discussed agreement with MedSafe regarding the disposal of medical waste. Terry Alley made a motion and Mack Johnson seconded the motion to send the agreement to the full court. All members present voted in favor. The motion was approved.

Mr. McBride asked the committee for any old business, there was none.

Mr. McBride asked the committee for any new business:

Sheriff Oddie Shoupe discussed current repairs being made to the jail which include four air conditioner units and roof repairs in one of the court rooms. The Sheriff further discussed his desire to see State Inmate Money set aside in a separate line item for jail repairs and ask for a resolution to be sent to the full court. The Sheriff also expressed his need for additional office and storage space. Terry Alley made a motion and Mack Johnson seconded the motion to send both requests to the budget committee. All members voted in favor of sending both requests to the budget committee.

Bk Luna discussed water run-off from fairgrounds flooding both the road and Lew's Alignment Shop. There was discussion on replacing the 6 inch drainage tile with a 12 inch tile. There was further discussion on who actually owned the property and who is responsible from preventing this from happening again.

Bk Luna discussed the road conditions of Ray Broyles Rd. After a lengthy discussion regarding a TDOT Grant that was previously awarded, Chairman McBride ask the County Executive's office to find out the status of the grant.

Discussion on time of meeting. The committee decided to continue meeting at 5:30pm.

There being no further business, Mack Johnson made a motion and Terry Alley seconded the motion to adjourn. The motion was approved.

Chairman, Steering Committee B

Secretary, Steering Committee B

Resolution 75-10-2015
Tennessee Risk Management Trust
INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Effective Date: July 1, 2015

This Intergovernmental Cooperative Agreement (the "Agreement") is made by and among the Boards of Education and Boards and Commissions of the public entities hereinafter identified by written acceptance, each of which may be referred to hereinafter as a "Member" and which, collectively, may be referred to hereinafter as the "Members".

WHEREAS, Tennessee law identified as the Interlocal Cooperation Act (Tenn. Code Ann. §§ 12-9-101, *et seq.*) and the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. §§ 29-20-101, *et seq.*), with special emphasis on section 401, provide that public entities may contract with one another to perform any activity authorized by law.

NOW, THEREFORE, each Member mutually agrees as follows:

ARTICLE I
Establishment and Purpose of Intergovernmental Entity

- 1.1 Pursuant to the provisions of the Tennessee Interlocal Cooperation Act and the Tennessee Governmental Tort Liability Act, and the policies from time to time promulgated by the Board of Trustees, the Members hereby affirm the establishment of the Tennessee Risk Management Trust ("TNRMT" or the "Trust").
- 1.2 The purpose of the Trust is to provide self-insurance and risk management products of various kinds, including but not limited to casualty and property indemnification and to administer some or all insurance coverage and self-insurance protections. Nothing herein shall, nor shall participation in this Trust, constitute a waiver of immunities or defenses provided under the Tennessee Governmental Tort Liability Act or otherwise. The Trust shall also carry out such claim, accident, premium alteration and educational programs, as may be authorized by its Board.
- 1.3 The Members also intend, by the creation of the Trust, to allow Members to equalize annual fluctuations in insurance costs by establishing a program through the Trust whereby reserves may be created and temporary deficits of individual Members covered and, ultimately, to equalize the risks and stabilize the costs of providing casualty and property protections of the type contemplated hereunder.

ARTICLE II
Terms and Conditions

- 2.1 The Tennessee Risk Management Trust, pursuant to the authority granted in the Tennessee Interlocal Governmental Cooperation Act and policies from time to time promulgated by its governing board (the "Board" or the "Board of Trustees"), shall hold all assets, obligations and debt of the respective Members from the onset (7-1-1987) of the obligations governed by this Agreement.

ARTICLE III
Section 115 Classification

- 3.1 The TNRMT is entitled to characterization of excludable income pursuant to Section 115 of the Internal Revenue Code. The Trust will derive its income from the performance of essential governmental functions exclusively for political subdivisions of the State of Tennessee.

ARTICLE IV

Definitions used in this Agreement

- 4.1 Administrator – the manager of the trust's operations with responsibility as further defined in section 9.2 Trust Officers and TNRMT policies.
- 4.2 Account - An account of monies established by the Members and held by the Trust to pay the joint administrative expenses of and fund certain coverages provided to the Members and to purchase aggregate excess, specific excess, or any other insurance as determined by the Board of Trustees. The funds within the Account may also be used to pay premiums or claims for the Members.
- 4.3 Account Funds - Funds within the Account.
- 4.4 Annual Contribution - The amount of money determined to be due annually to fund the account, pay claims and to pay expenses.
- 4.5 Coverage - Those provisions and coverages that are approved and adopted by and for each Member and incorporated herein by reference. Each Member may, from time to time adopt one or more new or substituted coverage administered under this Agreement.
- 4.6 Effective Date - The Member's entry date or July 1 of each year.
- 4.7 Fiscal Year - The twelve-month period commencing on July 1, lasting through June 30 of the year following.
- 4.8 Board - The Board of Trustees of the Tennessee Risk Management Trust.
- 4.9 Chairman - The Chairman of the Board of Trustees of the Tennessee Risk Management Trust.

ARTICLE V

Authority and Duties of the Trust

- 5.1 The Trust shall have the authority and duty to accomplish the purpose set forth in Article I above and, in furtherance of such authority and duty shall:
 - (a) Contract for the services of agents, independent contractors, investment counsel, accountants, insurance consultant-claims administrators, attorneys, auditors and such other persons as may be necessary to administer and accomplish the purposes of the Trust; provided, however, that the Trust shall not have the authority to enter into any collective bargaining agreement;
 - (b) Carry out educational and other programs relating to accident and casualty claims reductions;
 - (c) Direct the collection and payment of funds to be used for the administration of the Trust and the provision of coverages hereunder;
 - (d) Cause to be purchased, aggregate excess, specific excess and other types of insurance as recommended by the Administrator;
 - (e) Prepare annual reports of claims filed and paid by the Trust;
 - (f) Obtain annually, an audited report of the financial affairs of the Trust in a form acceptable under State law and regulation;
 - (g) Receive and hold all payments and contributions paid to it;
 - (h) Have authority and discretion to invest and reinvest all or any part of the funds received under this Agreement, subject to the Investment Policy adopted by the Board of Trustees and applicable law;
 - (i) Own, manage, purchase, sell, contract to purchase or sell, transfer and otherwise deal with all property constituting the Account or Account Funds, in such a manner, for such considerations, and on such terms and conditions as the Trust shall decide;
 - U) Retain in cash any reasonable portion of the Account Funds pending investment, reinvestment or payment of benefits and deposit such cash in any depository selected by it;

- (k) Begin, maintain, or defend any litigation necessary in connection with the investment, reinvestment and administration of the Account or Account Funds;
- (l) Have all rights of an individual owner of property;
- (m) Hold securities or other property in the name of the Trust or its nominee or nominees, or in such other form as it determines best, with or without disclosing the fiduciary relationship, provided the records of the Trust shall indicate the actual ownership of such securities or other property;
- (n) Retain any funds or property subject to any dispute without liability for the payment or delivery thereof until final adjudication is made by a court of competent jurisdiction;
- (o) Pay any estate, inheritance, income or other tax, charge or assessment attributable to any benefit which, in the Board of Trustees' opinion, it shall or may be required to pay out of such benefit; and to require before making any payment such release or other document from any taxing authority and such indemnity from the intended payee as the Trust shall deem necessary for its protection;
 - (1) Furnish the Members with such information in the Trust's possession as the Members may need for related purposes;
 - (2) Perform any and all acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Account or Account Funds;
 - (3) Deposit securities with a corporate depository;
 - (4) Maintain a separate and distinct record of the securities owned by the said Trust and to maintain integrity of various program funds as determined by the Board;
- (p) Carry out such other activities as are necessarily implied or required to carry out the purpose of the Trust specified in Article I, or the specific activities enumerated in Article III of this Agreement.

ARTICLE VI

Term of Agreement

6.1 The term of this Agreement shall commence on July 1, 2015. This Agreement shall replace all previous Intergovernmental Agreements for the Tennessee School Boards Risk Management Trust, Tennessee School Boards Liability Trust and the Tennessee School Boards Workers Compensation Trust and all other agreements in conflict herewith, provided that the provisions of the prior agreements shall govern the relationship between the Trust and any entity that was a Member of the Trust, but is not a Member as of July 1, 2015.

ARTICLE VII

Board of Trustees

7.1 The Trust shall be managed by a Board of Trustees. The Board of Trustees shall consist of individuals identified as follows:

- (a) There shall be nine (9) Trustees. The Trustees shall be elected by the Membership in a manner as prescribed in the policies of the Trust. The term of each Trustee shall be three years.
- (b) Resignation of a Trustee. Any Trustee may resign upon giving notification in writing to the Trust Chairman or the Trust Administrator in accordance with the applicable Trust policy.
- (c) Removal of a Trustee. A Trustee shall be removed by the Board of Trustees according to the policies of the Trust.
- (d) Appointment of Successor Trustees. Upon the death of a Trustee, resignation of a Trustee, or removal of a Trustee, a person shall be appointed to fill the vacant position.
- (e) Amendment of Agreement. The provisions of this Agreement may be amended by the Board of Trustees at any time and from time to time; provided that any amendment shall not be effective until July 1 following the adoption of the Amendment.

7.2 The Board shall carry out the purposes and duties of the Trust, as set forth in Articles I and III of this Agreement, through its Administrator or other agents and employees, including, but not limited to, the following:

- (a) Making changes in policy for the Trust;
- (b) Selecting agents and independent contractors to act for the Trust;
- (c) Determining the compensation for all such agents, and independent contractors;
- (d) Procuring fidelity bonds for employees or other persons, as required by this Agreement or by law;

- (e) Preparing the annual budget of the Trust and any amendments to that budget;
- (f) Approving education and other programs relating to claim reduction;
- (g) Obtain or preparing and submitting to the Members the financial reports and reports of claims;
- (h) Approving new Members;
- (i) Expelling Members in accordance with the provisions herein;
- U) Such other activities as are necessarily implied or required to carry out the purposes of the Trust.

7.3 No Trustee shall receive any salary for services from the Trust but each Trustee shall receive a stipend for attendance at any regular or called meeting of the Board of Trustees, the amount of which shall be determined by the Board. In addition, any Trustee or other officer of the Trust may submit to the Trust for approval, and be reimbursed for, expenses incurred in the pursuit of his or her position. Reimbursement for such expenses shall be in accordance with procedures and policies established by the Board of Trustees consistent with the terms of this Agreement.

ARTICLE VIII

Meetings of the Board of Trustees

- 8.1 Quarterly meetings of the Board of Trustees shall be held; however, the Board of Trustees may choose to forego certain meetings if no business matters are pending at that time. Any item of business may be considered at a regular meeting.
- 8.2 A meeting may be called at any time by the Chairman or a majority of the Trustees upon giving ten (10) days written notice to all Trustees. An emergency meeting may be called upon agreement of all Trustees or with no less than three (3) days written notice provided that all Trustees have been notified of such a meeting. An agenda specifying the subject of any special meeting shall accompany such notice and only business included on that agenda may be transacted. ""
- 8.3 The time, date and location of regular meetings of the Board shall be determined by the Board.
- 8.4 No proxy votes shall be permitted.
- 8.5 A quorum shall consist of a majority of the Trustees. Except as provided in this Agreement, a simple majority of Trustees present and voting at a duly constituted meeting shall be sufficient to pass upon all matters.
- 8.6 The Trustees shall adopt policies which shall govern and control the operation and administration of the Trust which shall not be in conflict with any terms and provisions of this Agreement.
- 8.7 Minutes of all regular and special meetings of the Board shall be sent to all Trustees.
- 8.8 All meetings of the Board shall be conducted in the manner required by law. In the event of any conflict between any provision of this Agreement and any provision of any applicable law, this Agreement shall be deemed modified to the extent necessary to comply with such law. In addition to any notices of meetings required to be served under this Agreement, the Administrator shall cause to be published any schedule or notice of meeting of the Board required by law in the Trust newsletter and/or website.

ARTICLE IX

Trust Officers

- 9.1 Officers of the Trust shall consist of a Chairman, a Vice-Chairman, the Administrator and such other officers as are established from time to time by the Board. All officers shall be elected by the Board, except the Administrator, who shall be employed by and serve at the pleasure of the Board.
- 9.2 The Administrator shall be the chief executive officer of the Trust, shall supervise and control the day-to-day operations of the Trust and shall carry out the purpose of the Trust as directed by the Board.

ARTICLE X MEMBER CONTRIBUTIONS

10.1 Payments into the Account will be developed and administered in the following manner:

- (a) The Trustees will determine the amount of total payments from all of the Members necessary to fund current and anticipated costs of the Trust based on recommendations from the administrator, Trust actuaries and underwriters. The factors to be considered in determining each Member's annual payment shall include but not be limited to, all areas of relative claim exposure and claim or loss experience of the Member.

10.2 It is agreed that if the assets in the Account are at any time insufficient, in the opinion of the Trustees, to enable it to discharge its obligations, then the Trust shall have the right and responsibility to assess all Members which have participated in the Trust during any part of the period of insufficiency such total amount as is, in the opinion of the Board of Trustees, required to end the insufficiency and each Member shall have the duty to pay its proportionate amount of the total. Such proportionate share will be determined based on the individual Member's size, relative to the size of the entire group for the year/s where such insufficiency exists.

ARTICLE XI Plan of Coverages

11.1 It is the intent of the Trust to provide indemnity for covered losses. Such indemnity shall be subject to the terms of the Coverage Document, various excess or reinsurance agreements and additional administrative policy as established by the Board of Trustees for each coverage period beginning on July 1 and ending on June 30 of each coverage year.

ARTICLE XII Excess Insurance

12.1 The Trust may cause to be purchased, excess insurance or reinsurance from a company permitted to do business in the State by the Tennessee Department of Commerce and Insurance.

12.2 Membership in the Trust shall not preclude any Member from purchasing any insurance coverage above those amounts determined by the Board of Trustees.

ARTICLE XIII Obligations of Participating Members

13.1 The obligations of each Member shall be as follows:

- (a) To pay promptly all payments to the account at such times and in such amounts as are established within the scope of this Agreement;
- (b) To cooperate fully with the Administrator, Program Manager, claims administrator, the Trust's attorneys and auditors, and any agent, employee, officer, or independent contractor of the Trust in any matter relating to the purpose and powers of the Trust.
- (c) To furnish the Administrator any information reasonably required to carry out the purposes of the Trust as required by the Trust's Policies.

ARTICLE XIV

Liability of Trustees and Officers

- 14.1 The Trustees and the officers of the Trust, including the Administrator, shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties. They shall not be liable for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through investment of the Trust's funds or failure to invest. No Trustee or officer shall be liable for any action taken or omitted by any other Trustee or officer. The Account shall be used to defend, indemnify and hold harmless any Trustee or officer of the Trust for actions taken by the Board or performed by the Trustee or officer within the scope of this authority.
- 14.2 The Trust shall defend, indemnify and hold harmless to the full extent permitted by law any person who is or was a Trustee, officer, employee, or agent of the Trust, provided that actions by the Trustee, officer, employee or agent are consistent with the scope of their responsibilities under this agreement and such actions are not in conflict with formal, written opinions of Trust attorneys. In addition, the Trust may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Trust, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, regardless of whether the Trust would have the power to indemnify him or her against such liability.

ARTICLE XV

Contractual Obligation

- 15.1 The obligations and responsibilities of the Members set forth in this Agreement, including the obligation to take no action inconsistent with this Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of each Member. This Agreement may be enforced in law or equity, either by the Trust or by any Member. The consideration for the duties imposed upon the Member by this Agreement is based upon the mutual promises and agreements of the Members as set forth herein and the advantages gained by the Members through participation herein.
- 15.2 All governmental subdivisions participating in or benefiting from this Agreement remain liable for their proportionate share of all losses incurred by the Trust during their Membership or participation in the Trust, regardless of their withdrawal from or the complete termination of the Trust. The Members intend, in participation in the Trust, to establish an organization for joint administration of risk management programs within the scope set forth in this Agreement only and do not intend to create between Members any additional relationship of partnership, surety, indemnification or liability for the debts of or claims against another.

ARTICLE XVI

Expulsion of a Member

- 16.1 By a two-thirds (2/3) vote of the entire Board of Trustees, any Member may be expelled from the Trust. Such expulsion, which shall take effect in the manner set out below, may occur whenever,
- (a) a Member fails to perform any obligation under this Agreement,
 - (b) failure or refusal to make payments and supplemental payments due, or
 - (c) activities by a Member detrimental to the purposes of the Trust.
- 16.2 No Member may be expelled except after notice from the Trust of the alleged failure and after a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. Within such fifteen-day (15) period, the Member may request a hearing before the Board before any decision is made as to whether to expel. The Board shall set the date for such hearing, which shall not be less than fifteen (15) days after expiration of the time to cure. The Board may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact; provided, however, that if the hearing is conducted by a hearing officer, the Member may request a further hearing before the Board. Such request shall be in writing and addressed to the Chairman.

If the Board conducts the hearing itself, it may make a decision at the close of the hearing. Expulsion of a Member after notice and hearing set forth in this Section shall be final.

- 16.3 After expulsion, the former Member shall continue to be fully liable for any payment due to the Account and any unfulfilled obligation as if it were still a Member of the Trust.
- 16.4 The Trust shall have no obligation with respect to claims incurred under the terminated coverage of an expelled Member after the effective date of such expulsion.
- 16.5 The obligation of the Trust to administer claims incurred under the coverage of an expelled Member prior to the effective date of expulsion shall continue for such claims as may have been or may be validly filed. Within sixty (60) days after an expulsion, or within sixty (60) days of the resolution of all outstanding claims if such occurs later, a final accounting of payments owed by or claim payments owing to said expelled Member shall take place and any amount found to be owed by such expelled Member shall be immediately paid into the Account by such Member and any amount found to be owed to such former Member shall be immediately paid from the Account to such former Member. An expelled Member will not have any right, title, or interest in any funds of the Trust other than explained in this paragraph except upon termination of the Trust as detailed in Article XVIII below.

ARTICLE XVII

Withdrawal from the Trust

- 17.1 No Member shall have the right to withdraw from the Trust during the twelve (12) month period immediately following the Member's initial effective date. Thereafter, a Member may withdraw effective June 30 of any year by providing written notice of withdrawal to the Trust. To be effective, the notice must be received at least sixty (60) days prior to July 1st of the program year. The Members acknowledge that this notice requirement is necessary in order to avoid irreparable financial jeopardy to the other Members of the Trust. Therefore, withdrawal without such notice will not be accepted.
- 17.2 The obligation of the Trust to administer claims incurred under the coverage of a withdrawing Member prior to the effective date of withdrawal shall continue for such claims as may have been or may be validly filed. Within sixty (60) days after such withdrawal, or within sixty (60) days of the resolution of all outstanding claims if such occurs later, a final accounting of payments owed by or claim payments owing to said withdrawing Member shall take place and any amount found to be owed by such withdrawing Member shall be immediately paid into the Account by such Member and any amount found to be owed to such former Member shall be immediately paid from the Account to such former Member. A withdrawing Member will not have any right, title, or interest in any funds of the Trust other than explained in this paragraph except upon termination of the Trust as detailed in Article XVIII below.

ARTICLE XVIII

Termination of the Trust

- 18.1 The Trust shall survive in perpetuity or upon the occurrence of any one of the following events:
- (a) A final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Trust is invalid or contrary to law.
 - (b) The Board of Trustees determines that the number of Members is not sufficient to support the appropriate spread of risk.
- 18.2 Upon termination of the Trust, the rights and duties of the Trust to each Member and the rights and duties of each Member to the Trust shall be the same as those with respect to a withdrawing Member for purposes of claim administration and resolution.
- 18.3 Upon termination of the Trust, all assets of the TNRMT shall be liquidated. All funds as a result of such liquidation, including all cash assets of the Trust, shall be used to pay outstanding claims and administration of

such claims until all claims are permanently adjudicated and settled. After all obligations of the Trust are met, a determination shall be made by Trust actuarial consultant (the "Actuary") as to whether a surplus or deficit exists. In the event of surplus, the Actuary shall determine the surplus position of the Trust for all historical years of operation. Any amounts available in those historical years of operation will be distributed to Members and former Members who held valid Membership during such surplus years. Those Members entitled to receive a distribution shall receive funds relative to the Member's size from the year of participation and surplus relative to that year as determined by the Actuary and the Trust's accountants. Likewise, such Members and former Members will be assessed for any year of participation in which a deficit existed, as determined by the Actuary and the Trust's accountants, after all obligations of the Trust are met after termination. The determination of the Actuary and the Trust's accountants shall be final and binding upon all parties.

ARTICLE XIX

Miscellaneous

- 19.1 Section Headings. The section headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.
- 19.2 Validity and Savings Clause. In the event any provision of this Agreement shall be declared by a final judgment of a Court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any Member, the lawfulness, constitutionally or validity of the remainder of this Agreement shall not be deemed affected thereby.
- 19.3 Counterpart. This Agreement, and any amendments thereto, may be executed in any number of separate documents which taken together shall constitute a single instrument.
- 19.4 Notice. Any notice required by this Agreement shall be in writing and shall be deemed to have been given when:
- (a) notice is sent via United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:
 - If to the Trust: To such address as is specified by the Trustees.
 - If to the Members: To the address as the Members from time to time offer for publication.
 - (b) notice is sent via electronic mail addressed as follows:
 - If to the Trust: To the e-mail address last specified on the Trust's website
 - If to the Members: General notice is posted on the Trust's website and specific notice to Members is sent to the last known e-mail address for such Member.
- 19.5 Authorized Signatures. This Agreement shall be executed on behalf of the Member by its duly authorized officer and shall be forwarded, in duplicate, to the Tennessee Risk Management Trust.
- 19.6 Acknowledgement and Acceptance. The Trust shall acknowledge receipt of this Agreement and acceptance hereof by noting hereon in the space provided the Effective Date of its acceptance and shall return a fully executed copy hereof to the Member.
- 19.7 Obligations of the Parties. The obligations and rights of the parties under this Agreement shall commence upon the effective date of the Trust's acceptance noted hereon.

Signature Page
Page number 10 of 10 Pages
TNRMT Intergovernmental Agreement
Effective date: 7-1-2015

This action was approved by the White Co. Commission at a meeting held on Oct. 19, 2015
(political subdivision)



Board Chairman Signature



Chief Executive Signature

10/19/2015
Date

10/27/2015
Date

RECEIVED AND ACCEPTED BY THE TENNESSEE RISK MANAGEMENT TRUST:

EFFECTIVE DATE: _____

SIGNED

TITLE

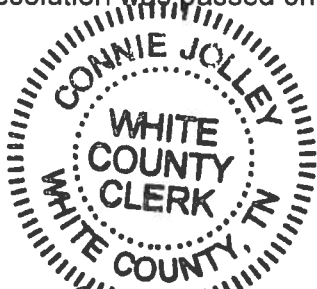
DATE

Motion made by Matt McBride and seconded by Diana Haston that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12
NAYS 0

The above resolution was passed on the 19th day of October, 2015.



ATTEST

Connie Jolley
Connie Jolley, County Clerk

Terry Alley
Terry Alley, Chairman,
County Legislative Body

Approved the 19th day of October, 2015.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive



WHITE COUNTY, TENNESSEE

Resolution 76-10-2015

White County EMS Agreement with MedSafe

WHEREAS, in the course of their duty, White County EMS creates and accumulates Bio-hazardous and medical waste; and

WHEREAS, proper disposal of said waste is instrumental to the health and wellbeing of the citizens of White County and EMS employees; and

WHEREAS, vendors are available to properly and legally dispose of Bio-hazardous materials.

THEREFORE BE IT RESOLVED that the White County Legislative Body meeting in regular session, do hereby authorize the Director of White County EMS and/or the White County Executive to enter into contractual agreement with MedSafe Waste for the disposal of medical and bio-hazardous waste.

Motion made by Russell Gooch and seconded by Matt McBride that the above resolution be adopted.

On roll call, the vote was recorded as follows:

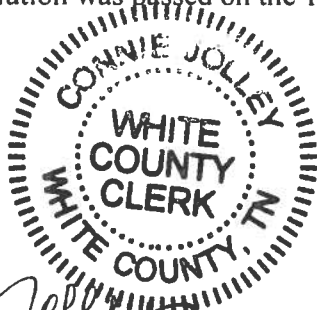
AYES 12

NAYS 0

The above resolution was passed on the 19th day of October, 2015.

ATTEST:

Connie Jolley
Connie Jolley, County Clerk



Terry Alley
Terry Alley, Chairman,
County Legislative Body

Approved the 19th day of October, 2015.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive

White County, Tennessee

Solid Waste Committee Meeting

Date: 10/12/2015

Time: After Steering Committee B

Location: White County Courthouse

The White County Solid Waste Committee met on Monday, October 12th, 2015 immediately following Steering Committee B at the White County Courthouse. Members present were Bruce Null, Terry Alley, Diana Haston, and Karen LaFever. Also present were Denny Robinson, Russell Gooch, George Rodgers, Mary Beth Elrod and Debbie Morrison with Serenity Pointe. Absent was Matt McBride and Stanley Neal.

There being a quorum present, the meeting was called to order by Karen LaFever.

Ms. LaFever asked for approval of the minutes from the previous meeting. Bruce Null made a motion and Terry Alley seconded the motion to approve the minutes as presented. The motion was approved.

Ms. LaFever opened the floor for nominations for Chairman. Harold England nominated Karen LaFever. Harold England made a motion and Bruce Null seconded the motion that all nominations cease and Karen LaFever be elected by acclamation. The motion was approved.

Ms. LaFever opened the floor for nominations for Vice Chairman. Diana Haston nominated Bruce Null. Terry Alley made a motion and Harold England seconded the motion that all nominations cease and Bruce Null be elected by acclamation. The motion was approved.

Ms. LaFever opened the floor for nominations for Secretary. Diana Haston nominated Matt McBride. Bruce Null made a motion and Harold England seconded the motion that all nominations cease and Matt McBride be elected by acclamation. The motion was approved.

Engineer's Report – Mary Beth Elrod, ECE stated that the hydrogeological report and the landfill expansion plan continues to be discussed with the state.

Ms. LaFever asked the committee for any old business:

Debbie Morrison with Serenity Pointe was present to give an update on the donation bins located at the convenience centers. They are collecting 1600 pounds per week from the bins. They have 16 full-time employees and 1 part time employee and have adopted 5 non-profit organizations throughout White County.

Ms. LaFever asked the committee for any new business:

Harold England expressed his concern regarding individuals getting metal out of the metal bin at the Hwy 84 convenience center.

White County, Tennessee

Discussion on time of meeting. The committee decided to meet on the Tuesday following Steering Committee Meetings.

There being no further business, Harold England made a motion and Bruce Null seconded the motion to adjourn. The motion was approved.

Chairman, Solid Waste Committee

Secretary, Solid Waste Committee

Report of Industrial Development Board given by County Executive Denny Wayne Robinson.

Report of Financial Management Committee given by Commissioner Matt McBride.

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Diana Haston to approve resolution 77-10-2015, Public Bid Limit. Upon the roll being called the following voted.

YES
CAIN ROGERS
TERRY ALLEY
HAROLD ENGLAND
DALE BENNETT
RUSSELL GOOCH
DIANA HASTON
KAREN LAFEVER
MATT MCBRIDE
BRUCE NULL

NO
MACK JOHNSON
BRUCE FRASIER
B K LUNA

ABSENT
STANLEY NEAL
JACK SHERRELL

Motion was made by Commissioner Bruce Null and seconded by Commissioner Matt McBride to spread on minutes: all committee reports as presented. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Russell Gooch and seconded by Commissioner Karen LaFever to approve the following notaries: Elizabeth Earl McDonald, Kendra A Saunders, Dennis Wood, and Jonathon James Short. Chairman Alley called for a voice vote, all members in favor of said motion.

Recognition of Members from Audience:

Ms. Goodwin wanted to know who owed the spec building at the Airport and she want to know when the Ray Broyles Rd would be fixed with guard rails and maintenance to road. That road has had several wrecks within the last few weeks.

Jerry Lowery wanted to thank the Commissioners who voted "No" on the resolution for Public Bid Limit.

Old Business: None

New Business: None

**MINUTES FOR THE WHITE COUNTY
INDUSTRIAL DEVELOPMENT BOARD MEETING
THURSDAY, OCTOBER 1ST, 2015**

The meeting was called to order on Thursday, October 1st, 2015 at 5:00 p.m. A quorum was present with six (6) of the ten (10) members of the Board being in attendance.

The following members were present:

Roger McCann
Kenny Crouch
Mike Prater
Gary Peterson
Sylvia Kennedy
Jim Sorrell

The following members were absent:

Hoyt Jones
Ben Holland
Kenneth Broyles
Carmen Ratliff

Also present at the meeting was:

County Finance Director – Chad Marcum
County Attorney – John Meadows.
White County Executive – Denny Wayne Robinson
Representatives from the Upper Cumberland Development District – Mark Farley and Megan Farris
Bob Young
Paul & Jeneice Irby – Edge Trailers

With a quorum being present, Chairman Roger McCann called the meeting to order and the first order of business was approval of the minutes from the meeting which occurred on Monday, August 24th, 2015. After due consideration and review of the minutes, Board Member Sylvia Kennedy made a motion that the minutes be approved. This motion was seconded by Kenny Crouch. The minutes from the August 24th, 2015, Industrial Development Board Meeting were approved unanimously by the Board.

Report of Chairman – Roger informed the board that he had spent most of one day with the Warren County IDB Chairman, Don Alexander. The meeting was very helpful and Roger said he would get some things together for the board to review in the future regarding the meeting.

Denny Robinson updated the committee on his meeting with Dave Olson, Jackson Kayak CFO, that Jackson is moving along in getting the former Thomas Industries/Phillips Lighting building up and

running. Phase II of the environmental study is complete and Jackson is waiting on TDEC and the EPA to review the study findings.

Jackson Kayak PILOT program is set to expire at the end of 2015. More information will be coming forward regarding the possibility of extending the PILOT for the existing building and equipment and also adding the new building and equipment. Jackson has specifically asked for a PILOT on the new building.

Denny Robinson updated the committee on the sewer agreement. The County Attorney is drafting our response to the city of Sparta's initial offer of the agreement.

Gary Peterson updated the board on the expansion plans for Tri-State Distribution.

Mr. Paul Irby presented his business plan for Edge Trailers to the IDB. Mr. Irby asked the board to consider 1 of 3 options. Option 1 Co-sign a note for \$200,000 for the building and equipment. Option 2 Co-sign a note for \$270,000 for the building (including office space) and equipment. Option 3 – loan Edge Trailers the money outright. In any case, Edge Trailers would purchase the land outright from the board. After much discussion and Mr. Irby further explaining his strategy and business plan, Ms. Kennedy made a motion and Mr. Sorrell 2nd the motion to have the County Executive determine what the recommended course of action should be based upon all options presented and to report back to the board within the month. All voted in favor. Mr. Irby stated that the building and bridge cranes could stand as collateral on a loan.

Denny Robinson updated the committee on the property being deeded to the IDB. The resolution was sent back to committee so more information could be gathered. Primarily information regarding the parameters within which the IDB would sale the property to a perspective business. The road was approved and added to the White County Road List as Airport Industrial Drive.

Denny Robinson presented the board with an incentive spreadsheet which would define the parameters within which a PILOT and property would be offered to a perspective business. This is all based upon the number of jobs, average hourly wage, and capital investment. Mike Prater made a motion and Sylvia Kennedy 2nd the motion to approve the incentive spreadsheet. All voted in favor.

The Upper Cumberland Development District presented board members in attendance with the district's comprehensive economic Development strategy and also an information guide on duties and processes of an IDB.

Old Business – None.

New Business – Denny Robinson addressed the board regarding obtaining insurance coverage for the board and further indicated that the county's policy would not cover actions of the IDB due to the way in which the board is established.

The topic of establishing restrictive covenants within the airport industrial park was discussed. No action taken.

Sylvia Kennedy suggested that a standard meeting time be set for the board. Perhaps monthly or bi-monthly. No action was taken.

A motion was made by Kenny Crouch to adjourn the meeting and the motion received a proper second by Mike Prater, all board members were in favor. The meeting was therefore adjourned.

ROGER MCCANN, Chairman

JOHN M. MEADOWS, Secretary

White County, Tennessee

Financial Management Meeting

Date: 10/06/2015

Time: 5:00pm

Location: White County Courthouse

The White County Financial Management Committee met on Tuesday, October 6, 2015 at 5:00pm at the White County Courthouse. Members present were Mr. Denny Wayne Robinson, Ms. Sandra Crouch, Mr. Clay Parker, Mr. Matt McBride, Mr. Cain Rogers, and Ms. Diana Haston. Also present was Mr. Chad Marcum. Absent was Mr. Russell Gooch.

There being a quorum present, the meeting was called to order by Mr. Robinson and a prayer was led by Mr. Marcum.

The committee was asked for approval of the minutes from the July 1, 2015 meeting. Ms. Haston made a motion and Mr. Parker seconded the motion to approve the minutes as presented. The motion was approved.

Mr. Robinson opened the floor for nominations for the chairman position. Mr. Robinson nominated Mr. McBride for the position. Mr. Rogers made a motion and Ms. Haston seconded the motion that all nominations cease and that Mr. McBride be elected by acclamation. The motion was approved.

Mr. McBride opened the floor for nominations for the vice-chairman position. Ms. Haston nominated Mr. Gooch for the position. Mr. Robinson made a motion and Mr. Rogers seconded the motion that all nominations cease and that Mr. Gooch be elected by acclamation. The motion was approved.

Mr. Marcum addressed the committee regarding finance department operations, including sales tax collections, EMS collections, completion of the fiscal year 2015 audit, and the FEMA reimbursement status.

Mr. McBride asked the committee for any old business – there was none.

Mr. McBride asked the committee for any new business:

The committee discussed a proposed public records request policy for the finance department, which was closely modeled after the already adopted board of education policy. After review and discussion, Mr. Rogers made a motion and Ms. Haston seconded the motion to approve and implement the policy as proposed. The motion was approved.

The committee considered a resolution to increase the public bid limit as per TCA § 12-3-1202. After discussion and review of the current process, Mr. Rogers made a motion and Ms. Haston seconded the motion to approve the bid limit increase to \$25,000 as per TCA § 12-3-1202. The motion was approved.

After discussion, the next meeting was set for Wednesday, January 6, 2016 at 5:00pm.

White County, Tennessee

There being no further business, Mr. Parker made a motion and Mr. Robinson seconded the motion to adjourn. The motion was approved.

Chairman, Financial Mgt. Committee

Secretary, Financial Mgt. Committee



WHITE COUNTY, TENNESSEE

RESOLUTION 77-10-2015 TO INCREASE THE THRESHOLD OVER WHICH PUBLIC ADVERTISEMENT AND SEALED COMPETITIVE BIDS OR PROPOSALS ARE REQUIRED

WHEREAS, 2015 Public Chapter 457 amended Title 12, Chapter 3 to authorize the county commission to, by resolution, increase the threshold over which public advertisement and sealed competitive bids or proposals are required to an amount up to \$25,000 for non-emergency, non-proprietary purchases in counties having centralized purchasing and a full-time purchasing agent; and

WHEREAS, White County has centralized purchasing and a full-time purchasing agent; and

WHEREAS, the county legislative body of White County has determined that the cost and time savings associated such an increase of the bidding threshold is in the best interest of the county;

NOW THEREFORE BE IT RESOLVED by the county legislative body of White County, meeting in regular session, this 19th day of October, 2015, that:

SECTION 1. Pursuant to the provisions of 2015 Public Chapter 457, the threshold over which public advertisement and sealed competitive bids or proposals are required is increased to \$25,000 for nonemergency, nonproprietary purchases.

SECTION 2. At least three (3) written quotations shall be obtained, whenever possible, for purchases costing less than \$25,000 but greater than \$10,000.

SECTION 3. This resolution shall take effect upon adoption, the general welfare requiring it.

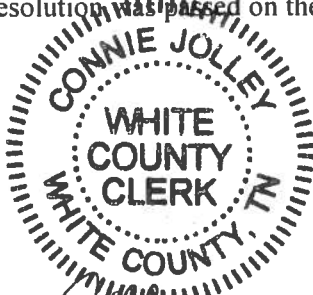
Motion made by Cain Rogers and seconded by Diana Hoston that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 9

NAYS 3

The above resolution was passed on the 19th day of October, 2015.



ATTEST:

Connie Jolley
Connie Jolley, County Clerk

Terry Alley
Terry Alley, Chairman,
County Legislative Body

Approved the 19th day of October, 2015.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive

Motion was made by Commissioner Diana Haston and seconded by Commissioner Russell Gooch to adjourn. Chairman Alley called for a voice vote, all members in favor of said motion.